

EXHIBIT 5

LEE ANAV CHUNG
WHITE & KIM LLP
ATTORNEYS

NEW YORK

156 Fifth Avenue, Suite 303
New York, New York 10010

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April 8, 2015

VIA E-MAIL AND FEDEX

✓
Mango Merrick LLC
2097 Merrick Road
Merrick, New York 11566
Telephone: (516) 503-7053
E-mail: nbwolfson@aol.com
Attention: Mr. Neil Wolfson, President

- and -

Mr. Neil Wolfson
c/o Mango Merrick LLC
2097 Merrick Road
Merrick, New York 11566
Telephone: (516) 503-7053
E-mail: nbwolfson@aol.com

- and -

928 Carmans Road
Massapequa, New York 11758
Telephone: (516) 503-7053
E-mail: nbwolfson@aol.com

Re: Trademark Infringement by Mango Merrick LLC and Neil Wolfson

Dear Mr. Wolfson:

Our firm is counsel to Red Mango, LLC, the successor-in-interest to Red Mango, Inc., the owner and registrant of certain trade names, service marks, trademarks, logos, emblems, and indicia of origin, including, but not limited to, the mark "RED MANGO" and such other trade names, service marks, and trademarks as are now designated and may hereafter be designated by Red Mango for use in connection with the Red Mango franchise system (the "Proprietary Marks")¹, and Red Mango FC, LLC (together, "Red Mango").

As you are well aware, the Red Mango FC, LLC Franchise Agreement, by and between Red Mango FC, LLC, as franchisor, and Mango Merrick LLC, as franchisee, dated as of January 11, 2011 (the "Franchise Agreement"), was terminated by Red Mango FC, LLC, pursuant to a notice of termination dated March 25, 2015 (the "Notice of Termination"). Section 14.1 of the Franchise Agreement provides, *in no uncertain terms*:

¹ The Proprietary Marks consist of, *inter alia*, the trademarks described in United States Trademark Registration Numbers 4602929, 4602909, 4602907, 4373530, 4302086, 3506567, 4029360, 4029359 and 3745000.

Mango Merrick LLC
Mr. Neil Wolfson
April 8, 2015
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Upon termination or expiration of [the Franchise] Agreement, you shall immediately cease all use of the Proprietary Marks, Copyrighted Works and Confidential Information. You shall cancel any assumed name registration containing the Proprietary Marks

Accordingly, the Notice of Termination (a copy of which is enclosed) provides, in pertinent part:

Upon termination of the Franchise Agreement, your right to operate a RED MANGO® store under the System and Marks terminates . . . and you must comply with all provisions in the Franchise Agreement . . . including the following obligations:

- Pay to [Red] Mango within fifteen (15) days after the effective date of termination the Past Due Amount as set forth below;
- Immediately and permanently cease use of all Proprietary Marks, Copyrighted Works, and Confidential Information;
- Return all confidential operations and other manuals and materials containing confidential information to [Red] Mango;
- Cancel any assumed or fictitious names containing [the] Proprietary Marks;
- In the event you continue to operate or subsequently begin to operate any other business at the location above, you will not use any reproduction, counterfeit copy, or colorable imitation of the Proprietary Marks, either in connection with such other business or the promotion thereof, which, in Red Mango's sole discretion, is likely to cause confusion, mistake, or deception, or which, in Red Mango's sole discretion, is likely to dilute [Red] Mango's rights in and to the Proprietary Marks, and you will not utilize any designation of origin or description or representation which, in [Red] Mango's sole discretion, falsely suggests or represents an association or connection with [Red] Mango constituting unfair competition; and
- Provide [Red] Mango with written evidence satisfactory to us of your compliance with the foregoing obligations no later than thirty (30) days from the date of this letter (i.e., April 24, 2015).

It has been brought to our attention that, despite such notice, you are continuing to use the Proprietary Marks in connection with the sale of unauthorized frozen yogurt products and services.

THIS IS TO NOTIFY YOU that such willful and intentional use of the Proprietary Marks without *any* permission or authority of Red Mango is unlawful and constitutes trademark

Mango Merrick LLC
Mr. Neil Wolfson
April 8, 2015
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infringement under the Lanham Act, 15 USC §§ 1051, *et seq.* Indeed, it is likely to confuse the public as to the source and/or sponsorship of your products or services with those of Red Mango.

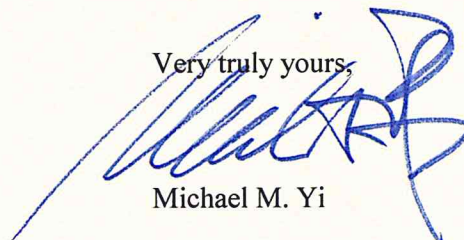
WE HEREBY DEMAND, therefore, that you:

- 1. Immediately cease and desist from all use and exploitation of the Proprietary Marks (including, without limitation, all sales, distribution, promotion, publication, printing, advertisement and/or marketing of any materials or products bearing any of the Proprietary Marks).**
- 2. Immediately recall all such products and materials currently in the marketplace or on the Internet.**
- 3. Destroy all such products and materials in your inventory or otherwise in your possession or control, including all copies in electronic or printed form.**
- 4. Provide a complete and detailed accounting of all products bearing the Proprietary Marks, including, without limitation: (a) a description of each and every product, good, service, advertisement, or promotional material in which the Proprietary Marks appear and the quantities thereof; (b) a detailed summary of all products bearing the Proprietary Marks that have been sold or distributed; (c) a detailed summary of all products bearing the Proprietary Marks that are currently in your inventory; and (d) documents sufficient to identify all of your alleged costs and profits associated with any revenue-generating exploitation of the Proprietary Marks.**

Please provide us with written confirmation by no later than 12:00 PM EST on April 15, 2015 that you will comply with the demands set forth above (the "Demands") and the remaining obligations set forth in the Notice of Termination. If such confirmation is not received, Red Mango will commence legal action and seek, *inter alia*, injunctive relief, treble damages, and costs and expenses incurred and to be incurred, including attorneys' fees. You are hereby notified that any failure or delay in complying with the Demands will compound the damages for which you may be liable.

Red Mango hereby expressly reserves all of its rights and remedies under the governing franchise agreements and applicable law.

Very truly yours,



Michael M. Yi

Encl.



March 25, 2015

*Via email to nbwolfson@aol.com
and Express Mail (Overnight FedEx)*

Neil Wolfson
Mango Merrick, LLC
2097 Merrick Road
Merrick, NY 11566

**Re: Franchise Agreement for Store #215
Store Address: 2097 Merrick Road, Merrick, NY 11566 (the "Store")**

Notice of Termination; Demand for Payment

Dear Neil,

Reference is hereby made to (i) the Franchise Agreement between Mango Merrick, LLC ("Franchisee") and Red Mango FC, LLC, Inc. ("Mango"), dated January 11, 2011 (the "Franchise Agreement"); and (ii) the Guaranty and Personal Undertaking that you personally executed pursuant to which you guaranteed the obligations of Franchisee under the Franchise Agreement.

On or about December 17, 2014, Mango sent a Notice of Default – Notice to Cure to you, a copy of which is enclosed herewith, for failure to pay amounts due to Mango pursuant to the Franchise Agreement (the "First Notice of Default"). On or about January 12, 2015, Mango sent a second Notice of Default – Notice to Cure to you, a copy of which is enclosed herewith, for continuing to fail to pay amounts due to Mango pursuant to the Franchise Agreement ("The Second Notice of Default").

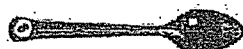
To date, Franchisee has continued to fail to pay the Royalty Fees, Brand Development Fund Contribution fees, gift card sales and charges, and all other charges and fees due to Mango pursuant to the Franchise Agreement in violation of Section 13.3 of the Franchise Agreement.

In addition, Franchisee is offering unauthorized products or services from the Store premises and in conjunction with the Marks or Copyrighted Works. Pursuant to Section 13.2, Mango has the right to terminate the Franchise Agreement immediately without an opportunity to cure.

Therefore, pursuant to Sections 13.2 and 13.3 of the Franchise Agreement, the Franchise Agreement is hereby terminated.

Upon termination of the Franchise Agreement, your right to operate a RED MANGO® store under the System and Marks terminates (including the right to purchase proprietary product and any purchasing privileges afforded to you by virtue of your association with the Red Mango franchise system), and you must comply with all provisions in the Franchise Agreement which, by their nature, survive termination or expiration of the Franchise Agreement, including the following obligations:

- Pay to Mango within fifteen (15) days after the effective date of termination the Past Due Amount as set forth below;
- Immediately and permanently cease use of all Proprietary Marks, Copyrighted Works, and Confidential Information;
- Return all confidential operations and other manuals and materials containing confidential information to Mango;
- Cancel any assumed or fictitious names containing Proprietary Marks;





- In the event you continue to operate or subsequently begin to operate any other business at the location above, you will not use any reproduction, counterfeit copy, or colorable imitation of the Proprietary Marks, either in connection with such other business or the promotion thereof, which, in Red Mango's sole discretion, is likely to cause confusion, mistake, or deception, or which, in Red Mango's sole discretion, is likely to dilute Mango's rights in and to the Proprietary Marks, and you will not utilize any designation of origin or description or representation which, in Mango's sole discretion, falsely suggests or represents an association or connection with Mango constituting unfair competition; and
- Provide Mango with written evidence satisfactory to us of your compliance with the foregoing obligations no later than thirty (30) days from the date of this letter (i.e., April 24, 2015).

Further and as reference above, you are delinquent in payment of at least \$14,304.83 (which excludes interest on overdue amounts) of outstanding Royalty Fees, Brand Development Contribution Fund payments, gift card charges and fees and other fees and charges due pursuant to the Franchise Agreement (the "Past Due Amount") (see Exhibit A, attached hereto). **Payment of the Past Due Amount is due no later than FIFTEEN (15) days from the delivery of this notice or we may enforce all remedies available to us under the Franchise Agreement and all other remedies available at law and in equity, including without limitation, interest on overdue amounts, attorneys' fees, collection agency costs and court costs, all in accordance with the terms of the Franchise Agreement.**

Nothing contained in this letter shall constitute a waiver of any right, power, privilege or remedy available to us under the Franchise Agreement nor shall this notice constitute an amendment or modification of any such Franchise Agreement. Any prior, current or future discussions or course of conduct between us and you has not been, is not, and shall not be intended to constitute, a waiver of any such rights, powers, privileges or remedies under the Franchise Agreement or any other agreement between you and us or any of our affiliates.

If you have any questions on this notice, please contact me. Thank you for your cooperation.

Sincerely,

Craig Eulich, Chief Operating Officer

cc: Melitha Lynn Brown, Chief Legal Officer



December 17, 2014

*Via email to nbwolfson@aol.com
and Express Mail (Overnight FedEx)*

Neil Wolfson
Mango Merrick, LLC
2097 Merrick Road
Merrick, NY 11566

Re: Franchise Agreement for Store #215
Store Address: 2097 Merrick Road, Merrick, NY 11566 (the "Store")

Notice of Default – Notice to Cure

Dear Neil,

Reference is hereby made to (i) the Franchise Agreement between you and Red Mango FC, LLC, ("Mango"), dated January 11, 2011 (the "Franchise Agreement"); and (ii) the Guaranty and Personal Undertaking that you executed pursuant to which you guaranteed the obligations of the franchisee entity under the Franchise Agreement.

As you know, the terms of your Franchise Agreement require the timely payment of Royalty Fees, Brand Development Fund Contribution payments and amounts for gift card purchases and other fees and charges as set forth therein. The Franchise Agreement also requires you to reimburse Mango for bank fees incurred when your bank account funds are insufficient to cover electronic payment withdrawals.

Over the past six (6) months, we have been diligently working with you to resolve your P6 2014 through P10 2014 past due Royalty Fees, Brand Development Fund Contribution payments and amounts for gift card purchases and other fees and charges balance; however, you have continued to fail to pay these amounts to Mango.

Your outstanding balance for Royalty Fees, Brand Development Fund Contribution payments, gift card charges and fees for the Store through P13 2014 is \$11,959.83.

Therefore, this letter serves to notify you of your default under the Franchise Agreement and demand for cure within TEN (10) days from the delivery of this notice or we may enforce all remedies available to us under the Franchise Agreement and all other remedies available at law and in equity, including without limitation, interest on overdue amounts, attorneys' fees, collection agency costs and court costs, all in accordance with the terms of the Franchise Agreement. Failure to timely pay amounts due under the Franchise Agreement is a serious matter and violates the terms of your Franchise Agreement. The integrity of the franchise system depends on each franchisee timely meeting its contractual commitments. Therefore, we ask that you contact the undersigned upon receipt of this letter to resolve the issues described in this letter.

Nothing contained in this letter shall constitute a waiver of any right, power, privilege or remedy available to us under the Franchise Agreement nor shall this notice constitute an amendment or modification of any such Franchise Agreement. Any prior, current or future discussions or course of conduct between us and you has not been, is not, and shall not be intended to constitute, a waiver of any such rights, powers, privileges or remedies under the Franchise Agreement or any other agreement between you and us or any of our affiliates.





Sincerely,


Greg Kaloustian, President

cc: Melitha Lynn Brown, Chief Legal Officer



January 12, 2015

*Via email to nbwolfson@aol.com
and Express Mail (Overnight FedEx)*

Neil Wolfson
Mango Merrick, LLC
2097 Merrick Road
Merrick, NY 11566

Re: Franchise Agreement for Store #215
Store Address: 2097 Merrick Road, Merrick, NY 11566 (the "Store")

Notice of Default – Notice to Cure

Dear Neil,

Reference is hereby made to (i) the Franchise Agreement between you and Red Mango FC, LLC, ("Mango"), dated January 11, 2011 (the "Franchise Agreement"); and (ii) the Guaranty and Personal Undertaking that you executed pursuant to which you guaranteed the obligations of the franchisee entity under the Franchise Agreement.

On or about December 17, 2014, you were sent a Notice of Default – Notice to Cure, a copy of which is enclosed herewith, for failure to pay amounts due to Mango pursuant to the Franchise Agreement (the "First Notice of Default"). As of the date of the First Notice of Default, the past due amount pursuant to the Franchise Agreement was \$11,959.83.

You have continued to fail to pay the Royalty Fees, Brand Development Fund Contribution fees, gift card sales and charges, and all other charges and fees due to Red Mango pursuant to the Franchise Agreement, such that the amount of the outstanding balance as of the end of P13 2014 is \$13,092.57 (the "Past Due Balance").

Pursuant to Section 13.3.(c) of the Franchise Agreement, failure to pay Mango any amounts due within ten (10) days after delivery of written notice is cause for termination of the Franchise Agreement by Mango. Mango has not, to date, exercised its termination right for failure to pay in an effort to amicably work with you with respect to the Past Due Balance.

This letter serves as our final attempt to come to a mutual agreement with respect to the payment of the Past Due Balance. If you fail to cure this default on or before January 26, 2015, we will enforce all of our remedies under the Franchise Agreement and all other remedies available at law and in equity, including without limitation, termination of the Franchise Agreement, interest on overdue amounts, attorneys' fees, court costs and liquidated damages, all in accordance with the terms of the Franchise Agreement.

Nothing contained in this letter shall constitute a waiver of any right, power, privilege or remedy available to us under the Franchise Agreement nor shall this notice constitute an amendment or modification of any such Franchise Agreement. Any prior, current or future discussions or course of conduct between us and you has not been, is not, and shall not be intended to constitute, a waiver of any such rights, powers, privileges or remedies under the Franchise Agreement or any other agreement between you and us or any of our affiliates.





If you have any questions on this notice, please contact me at (631) 615-7943. Thank you for your cooperation.

Sincerely,

Craig Enlow, Chief Operating Officer

cc: Melitha Lynn Brown, Chief Legal Officer

EXHIBIT A

Fee Notice For:
 Statement Date: 2/22/2015
 Statement Number: RMFC-INV0003645



Red Mango FC, LLC
 Red Mango FC, LLC
 2811 McKinney Ave Ste 354
 Dallas TX 75204

Bill To: Merrick
 2097 Merrick Rd.
 Merrick NY 11566

Customer ID	Customer Name	Period End	ACH Date
0215	Merrick	2/22/2015	2/27/2015
Description	Net Sales	Amount	
6% Royalty Fee			\$250.56
3% Brand Development Fund			\$125.28
Gift Cards Sold/Loaded			\$30.00
Gift Cards Redeemed			(\$6.00)
Loyalty & Gift Card Fees			\$115.00

Total	\$514.84
Previous Balance	\$13,789.99
Total ACH	\$14,304.83